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**IN THE UNITED STATES DISTRICT COURT
FOR THE CENTRAL DISTRICT OF CALIFORNIA
EASTERN DIVISION**

KENNETH PENN,

Plaintiff,

vs.

EXPERIAN INFORMATION
SOLUTIONS, INC., EQUIFAX
INFORMATION SERVICES, LLC.,
TRANS UNION LLC; TRANSWORLD
SYSTEMS INC.,

Defendants.

Case No.: 5:24-cv-02372-JGB-DTB

**STIPULATED PROTECTIVE
ORDER**

1. A. PURPOSES AND LIMITATIONS

Discovery in this action is likely to involve production of confidential,

1 proprietary, or private information for which special protection from public
2 disclosure and from use for any purpose other than prosecuting this litigation may
3 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
4 enter the following Stipulated Protective Order. The parties acknowledge that this
5 Order does not confer blanket protections on all disclosures or responses to
6 discovery and that the protection it affords from public disclosure and use extends
7 only to the limited information or items that are entitled to confidential treatment
8 under the applicable legal principles. The parties further acknowledge, as set forth in
9 Section 12.3, below, that this Stipulated Protective Order does not entitle them to file
10 confidential information under seal; Civil Local Rule 79-5 sets forth the procedures
11 that must be followed and the standards that will be applied when a party seeks
12 permission from the court to file material under seal.

17 B. GOOD CAUSE STATEMENT

18 This action is likely to involve trade secrets, customer and pricing lists and
19 other valuable research, development, commercial, financial, technical and/or
20 proprietary information for which special protection from public disclosure and from
21 use for any purpose other than prosecution of this action is warranted. This action is
22 also likely to involve confidential personal information about Plaintiff, such as his
23 personal identifying information, financial information, and consumer reports, Such
24 confidential and proprietary materials and information consist of, among other
25 things, confidential business or financial information, information regarding

1 confidential business practices, or other confidential research, development, or
2 commercial information (including information implicating privacy rights of third
3 parties), personal identifying information about a consumer, information otherwise
4 generally unavailable to the public, or which may be privileged or otherwise
5 protected from disclosure under state or federal statutes, court rules, case decisions,
6 or common law. Accordingly, to expedite the flow of information, to facilitate the
7 prompt resolution of disputes over confidentiality of discovery materials, to
8 adequately protect information the parties are entitled to keep confidential, to ensure
9 that the parties are permitted reasonable necessary uses of such material in
10 preparation for and in the conduct of trial, to address their handling at the end of the
11 litigation, and serve the ends of justice, a protective order for such information is
12 justified in this matter. It is the intent of the parties that information will not be
13 designated as confidential for tactical reasons and that nothing be so designated
14 without a good faith belief that it has been maintained in a confidential, non-public
15 manner, and there is good cause why it should not be part of the public record of this
16 case.

22 2. DEFINITIONS

- 23
- 24 2.1 Action: Penn v. Experian, et. al., Case No.: 5:24-cv-02372-JGB-DTB.
- 25 2.2 Challenging Party: a Party or Non-Party that challenges the designation
- 26 of information or items under this Order.
- 27
- 28

1 2.3 “CONFIDENTIAL” and “ATTORNEY’S EYES ONLY” Information
2 or Items: information (regardless of how it is generated, stored or
3 maintained) or tangible things that qualify for protection under Federal
4 Rule of Civil Procedure 26(c), and as specified above in the Good Cause
5 Statement.
6

7
8 2.4 Counsel: Outside Counsel of Record and House Counsel (as well as
9 their support staff).
10

11 2.5 Designating Party: a Party or Non-Party that designates information or
12 items that it produces in disclosures or in responses to discovery as
13 “CONFIDENTIAL.” and “ATTORNEY’S EYES ONLY”
14

15 2.6 Disclosure of Discovery Material: all items or information, regardless
16 of the medium or manner in which it is generated, stored, or maintained
17 (including, among other things, testimony, transcripts, and tangible
18 things), that are produced or generated in disclosures or responses to
19 discovery in this matter
20

21 2.7 Expert: a person with specialized knowledge or experience in a matter
22 pertinent to the litigation who has been retained by a Party or its counsel
23 to serve as an expert witness or as a consultant in this Action.
24

25 2.8 House Counsel: Attorneys who are employees of a party to this Action.
26 House Counsel does not include Outside Counsel of Record or any other
27 outside counsel.
28

1 2.9 Non-Party: Any natural person, partnership, corporation, association, or
2 other legal entity not named as a Party to this action.

3
4 2.10 Outside Counsel of Record: Attorneys who are not employees of a party
5 to this Action but are retained to represent or advise a party to this
6 Action and have appeared in this Action on behalf of that party or are
7 affiliated with a law firm which has appeared on behalf of that party,
8 and includes support staff.

9
10 2.11 Party: Any party to this Action, including all of its officers, directors,
11 employees, consultants, retained experts, and Outside Counsel of
12 Record (and their support staffs).

13
14 2.12 Producing Party: A Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16
17 2.13 Professional Vendors: Persons or entities that provide litigation support
18 services (e.g., photocopying, videotaping, translating, preparing
19 exhibits or demonstrations, and organizing, storing, or retrieving data in
20 any form or medium) and their employees and subcontractors.

21
22 2.14 Protected Material: Any Disclosure or Discovery Material that is
23 designated as “CONFIDENTIAL” and “ATTORNEY’S EYES
24 ONLY”.

25
26 2.15 Receiving Party: A Party that receives Disclosure or Discovery Material
27 from a Producing Party.
28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.
7

8 Any use of Protected Material at trial shall be governed by the orders of the
9 trial judge. This Order does not govern the use of Protected Material at trial.
10

11 4. DURATION

12 Even after final disposition of this litigation, the confidentiality
13 obligations imposed by this Order shall remain in effect until a Designating Party
14 agrees otherwise in writing or a court order otherwise directs. Final disposition shall
15 be deemed to be the later of (1) dismissal of all claims and defenses in this Action,
16 with or without prejudice; and (2) final judgment herein after the completion and
17 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
18 including the time limits for filing any motions or applications for extension of time
19 pursuant to applicable law.
20

21 5. DESIGNATING PROTECTED MATERIAL

22 5.1 Exercise of Restraint and Care in Designating Material for Protection.

23 Each Party or Non-Party that designates information or items for protection under
24 this Order must take care to limit any such designation to specific material that
25
26
27
28

1 qualifies under the appropriate standards. The Designating Party must designate for
2 protection only those parts of material, documents, items, or oral or written
3 communications that qualify so that other portions of the material, documents, items,
4 or communications for which protection is not warranted are not swept unjustifiably
5 within the ambit of this Order.
6

7
8 Mass, indiscriminate, or routinized designations are prohibited. Designations
9 that are shown to be clearly unjustified or that have been made for an improper
10 purpose (e.g., to unnecessarily encumber the case development process or to impose
11 unnecessary expenses and burdens on other parties) may expose the Designating
12 Party to sanctions.
13

14
15 If it comes to a Designating Party's attention that information or items that it
16 designated for protection do not qualify for protection, that Designating Party must
17 promptly notify all other Parties that it is withdrawing the inapplicable designation.
18

19 5.2 Manner and Timing of Designations. Except as otherwise provided in
20 this Order (see, e.g., second paragraph of section 5.2(a) below), or as
21 otherwise stipulated or ordered, Disclosure or Discovery Material that
22 qualifies for protection under this Order must be clearly so designated
23 before the material is disclosed or produced.
24

25 Designation in conformity with this Order requires:

26 (a) For information in documentary form (e.g., paper or electronic
27 documents, but excluding transcripts of depositions or other pretrial or trial
28

proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL” or “CONFIDENTIAL ATTORNEY’S EYES ONLY” (hereinafter “CONFIDENTIAL legend”), to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the “CONFIDENTIAL legend” or “and “ATTORNEY’S EYES ONLY” to each page that contains Protected Material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

(b) for testimony given in depositions that the Designating Party identify the Disclosure or Discovery Material within 21 days after the deposition transcript is

1 received. All deposition testimony will be treated as Confidential until the expiration
2 of such time period.

3
4 (c) for information produced in some form other than documentary and for
5 any other tangible items, that the Producing Party affix in a prominent place on the
6 exterior of the container or containers in which the information is stored the legend
7 “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY.” If only a portion or
8 portions of the information warrants protection, the Producing Party, to the extent
9 practicable, shall identify the protected portion(s).

10
11
12 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
13 failure to designate qualified information or items does not, standing alone, waive
14 the Designating Party’s right to secure protection under this Order for such material.
15 Upon timely correction of a designation, the Receiving Party must make reasonable
16 efforts to assure that the material is treated in accordance with the provisions of this
17 Order.
18

19
20 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

21 6.1 Timing of Challenges. Any party or Non-Party may challenge a
22 designation of confidentiality at any time that is consistent with the Court’s
23 Scheduling Order.
24

25 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
26 resolution process under Local Rule 37.1 et seq.
27
28

1 6.3 The burden of persuasion in any such challenge proceeding shall be on
2 the Challenging Party. Frivolous challenges, and those made for an improper
3 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
4 parties) may expose the Challenging Party to sanctions. Unless the Designating
5 Party has waived or withdrawn the confidentiality designation, all parties shall
6 continue to afford the material in question the level of protection to which it is
7 entitled under the Producing Party's designation until the Court rules on the
8 challenge.
9

10
11
12 7. ACCESS TO AND USE OF PROTECTED MATERIAL

13 7.1 Basic Principles. A Receiving Party may use Protected Material
14 that is disclosed or produced by another Party or by a Non-Party in connection
15 with this Action only for prosecuting, defending, or attempting to settle this
16 Action. Such Protected Material may be disclosed only to the categories of
17 persons and under the conditions described in this Order. When the Action has
18 been terminated, a Receiving Party must comply with the provisions of section
19 13 below (FINAL DISPOSITION).
20
21

22 Protected Material must be stored and maintained by a Receiving Party
23 at a location and in a secure manner that ensures that access is limited to the
24 persons authorized under this Order.
25

26 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
27 otherwise ordered by the court or permitted in writing by the Designating Party,
28

1 a Receiving Party may disclose any information or item designated
2 “CONFIDENTIAL” only to:

3
4 (a) The Receiving Party’s Outside Counsel of Record in this
5 Action, as well as employees of said Outside Counsel of Record to whom it is
6 reasonably necessary to disclose the information for this Action;

7
8 (b) the officers, directors, and employees (including House
9 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for
10 this Action;

11
12 (c) Experts (as defined in this Order) of the Receiving Party to
13 whom disclosure is reasonably necessary for this Action and who have signed the
14 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

15
16 (d) the court and its personnel;

17
18 (e) court reporters and their staff;

19
20 (f) professional jury or trial consultants, mock jurors, and
21 Professional Vendors to whom disclosure is reasonably necessary for this Action
22 and who have signed the “Acknowledgment and Agreement to Be Bound”
23 (Exhibit A);

24
25 (g) the author or recipient of a document containing the
26 information or a custodian or other person who otherwise possessed or knew the
27 information;

28

(h) during their depositions, witnesses ,and attorneys for witnesses, in the Action to whom disclosure is reasonably necessary provided:

(1) The deposing party requests that the witness sign the form attached as Exhibit 1 hereto; and (2) they will not be permitted to keep any confidential information unless they sign the “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating Party or ordered by the court. Pages of transcribed deposition testimony or exhibits to depositions that reveal Protected Material may be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “ATTORNEY’S EYES ONLY ” Information or Items.

the Receiving Party’s Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action.

8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this

1 Action as “CONFIDENTIAL,” or “ATTORNEY’S EYES ONLY,” that Party
2 must:

3
4 (a) Promptly notify in writing the Designating Party. Such notification
5 shall include a copy of the subpoena or court order;

6 (b) promptly notify in writing the party who caused the subpoena or
7 order to issue in the other litigation that some or all of the material covered by
8 the subpoena or order is subject to this Protective Order. Such notification shall
9 include a copy of this Stipulated Protective Order; and
10

11
12 (c) cooperate with respect to all reasonable procedures sought to be
13 pursued by the Designating Party whose Protected Material may be affected.

14 If the Designating Party timely seeks a protective order, the Party served with
15 the subpoena or court order shall not produce any information designated in this
16 action as “CONFIDENTIAL” or “ATTORNEY’S EYES ONLY,” before a
17 determination by the court from which the subpoena or order issued, unless the
18 Party has obtained the Designating Party’s permission. The Designating Party
19 shall bear the burden and expense of seeking protection in that court of its
20 confidential material and nothing in these provisions should be construed as
21 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
22 directive from another court.
23

24
25
26 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
27 PRODUCED IN THIS LITIGATION
28

1 (a) The terms of this Order are applicable to information produced
2 by a Non-Party in this Action and designated as “CONFIDENTIAL” or
3 “ATTORNEY’S EYES ONLY.” Such information produced by Non-Parties in
4 connection with this litigation is protected by the remedies and relief provided by
5 this Order. Nothing in these provisions should be construed as prohibiting a Non-
6 Party from seeking additional protections.
7

8
9 (b) In the event that a Party is required, by a valid discovery request,
10 to produce a Non-Party’s confidential information in its possession, and the Party
11 is subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:
13

14 (1) Promptly notify in writing the Requesting Party and the Non-Party
15 that some or all of the information requested is subject to a confidentiality
16 agreement with a Non-Party;
17

18 (2) promptly provide the Non-Party with a copy of the Stipulated
19 Protective Order in this Action, the relevant discovery request(s), and a
20 reasonably specific description of the information requested; and
21

22 (3) make the information requested available for inspection by the Non-
23 Party, if requested. (c) If the Non-Party fails to seek a protective order from this
24 court within 14 days of receiving the notice and accompanying information, the
25 Receiving Party may produce the Non-Party’s confidential information
26 responsive to the discovery request. If the Non-Party timely seeks a protective
27
28

1 order, the Receiving Party shall not produce any information in its possession or
2 control that is subject to the confidentiality agreement with the Non-Party before
3 a determination by the court. Absent a court order to the contrary, the Non-Party
4 shall bear the burden and expense of seeking protection in this court of its
5 Protected Material.
6

7
8 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

9 If a Receiving Party learns that, by inadvertence or otherwise, it has
10 disclosed Protected Material to any person or in any circumstance not authorized
11 under this Stipulated Protective Order, the Receiving Party must immediately (a)
12 notify in writing the Designating Party of the unauthorized disclosures, (b) use
13 its best efforts to retrieve all unauthorized copies of the Protected Material, (c)
14 inform the person or persons to whom unauthorized disclosures were made of all
15 the terms of this Order, and (d) request such person or persons to execute the
16 “Acknowledgment and Agreement to Be Bound” that is attached hereto as
17 Exhibit A.
18
19

20
21 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
22 OTHERWISE PROTECTED MATERIAL
23

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
28

1 whatever procedure may be established in an e-discovery order that provides for
2 production without prior privilege review. Pursuant to Federal Rule of Evidence
3 502(d) and (e), insofar as the parties reach an agreement on the effect of
4 disclosure of a communication or information covered by the attorney-client
5 privilege or work product protection, the parties may incorporate their agreement
6 in the stipulated protective order submitted to the court.
7
8

9 12. MISCELLANEOUS

10 12.1 Right to Further Relief. Nothing in this Order abridges the right
11 of any person to seek its modification by the Court in the future.
12

13 12.2 Right to Assert Other Objections. By stipulating to the entry of
14 this Protective Order no Party waives any right it otherwise would have to object
15 to disclosing or producing any information or item on any ground not addressed
16 in this Stipulated Protective Order. Similarly, no Party waives any right to object
17 on any ground to use in evidence of any of the material covered by this Protective
18 Order.
19
20

21 12.3 Filing Protected Material. A Party that seeks to file under seal any
22 Protected Material must comply with Civil Local Rule 79-5. Protected Material
23 may only be filed under seal pursuant to a court order authorizing the sealing of
24 the specific Protected Material at issue. If a Party's request to file Protected
25 Material under seal is denied by the court, then the Receiving Party may file the
26 information in the public record unless otherwise instructed by the court.
27
28

13. FINAL DISPOSITION

After the final disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD¹.

DATED THIS 10th day of April, 2025

/s/ Dawn McCraw

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¹ Defendant Experian Information Solutions, Inc. has refused to participate in negotiating or agreeing to the entry of the Protective Order pending the Court's decision on their Motion to Compel Arbitration.

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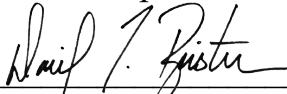
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FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: April 15, 2025



David T. Bristow
United States Magistrate Judge

SIGNATURE CERTIFICATION

Pursuant to Local Rule 5-4.3.4(a)(2), I hereby certify that all other signatories listed, on whose behalf this filing is submitted, concur with the contents of this filing, and have authorized the filing.

**CONSUMER JUSTICE LAW
FIRM PLC**

By: /s/ Dawn McCraw

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that was
issued by the United States District Court for the Central District of California on
[date] in the case of _____ **[insert formal name of the case and the number
and initials assigned to it by the court]**. I agree to comply with and to be bound by
all the terms of this Stipulated Protective Order and I understand and acknowledge
that failure to so comply could expose me to sanctions and punishment in the nature
of contempt. I solemnly promise that I will not disclose in any manner any
information or item that is subject to this Stipulated Protective Order to any person
or entity except in strict compliance with the provisions of this Order. I further agree
to submit to the jurisdiction of the United States District Court for the Central District
of California for the purpose of enforcing the terms of this Stipulated Protective
Order, even if such enforcement proceedings occur after termination of this action. I
hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with

1 this action or any proceedings related to enforcement of this Stipulated Protective
2 Order.

3
4 Date: _____

5 City and State where sworn and signed: _____

6 Printed name: _____

7
8 Signature: _____